

REMARKS

1. Introduction

In the Office Action mailed January 31, 2011, the Examiner rejected claims 15-20 and 23-28 under 35 U.S.C. § 103(a) as being unpatentable over Jordan, U.S. Patent No. 6,416,409 (“Jordan”) in view of Torango, U.S. Patent No. 6,435,968 (“Torango”).

The Examiner rejected claims 21-22 and 29-30 under 35 U.S.C. § 103(a) as being unpatentable over Jordan and Torango, and further in view of Stoltz et al., U.S. Pub. No. 2003/009375 (“Stoltz”).

In addition, the Examiner rejected claims 15-22 under 35 U.S.C. § 101 as being directed to ineligible subject matter.

The Examiner also rejected claims 15-30 under 35 U.S.C. § 112, ¶ 2 as being indefinite.

In response, Applicant has cancelled claims 15-18, 22, 23, 25, 26, and 30.

For the reasons set forth below, Applicant requests reconsideration and allowance of the claims, as amended herein.

2. Response to the rejections under § 101

The Examiner rejected claim 15 under § 101 as being directed to ineligible subject matter “because its claimed limitations include no recitation or an insufficient recitation of a machine or transformation.” *See* Final Office Action, p. 4. The Examiner rejected claims 16-22 because “[t]he additional recited limitations stated by these claims fail to include sufficient recitations to a machine or transformation.”

In response, Applicant has amended claim 15 to recite that the claimed steps are implemented by machines, namely, a gaming server, an accumulation facility, and a lottery

server. Accordingly, Applicant submits claims 15-22 are clearly directed to subject matter that is eligible for patenting and respectfully request that the rejections under § 101 be withdrawn.

3. Response to the rejections under § 112

The Examiner rejected claims 15-30 under 35 U.S.C. § 112, ¶ 2 as being indefinite. Specifically, the Examiner referred to the possible outcomes of the game of chance recited in claims 15 and 23 and stated that “it is not clear if applicants are attempting to claim at least one singular outcome or that the game of chance has a possibility of various outcomes.” *See* Final Office Action, p. 5. The Examiner further advised that “in order to positively recite multiple/various possible outcomes, such should be clearly claimed as programming that when executed by a processor causes a machine to function a certain way.” *Id.*

In response Applicant has amended claims 15 and 23 to recite that the lottery server is programmed to perform function in certain ways “if the favorable outcome of the game of chance occurs during the defined time interval” and “if the favorable outcome of the game of chance does not occur during the defined time interval.” Accordingly, Applicant submits that Applicant has positively recited multiple outcomes as suggested by the Examiner and respectfully requests that the rejections under § 112 be withdrawn.

4. Response to the rejections under § 103

a. Claims 15-22

Of these claims, claim 15 is independent. The Examiner has rejected claim 15 under § 103(a) as being unpatentable over Jordan in view of Torango. In response, Applicant has amended claim 15 to specify that the outcome (favorable outcome, intermediate outcome, or

unfavorable outcome) is based on a random event *generated by a gaming server*. Thus, amended claim 15 recites, *inter alia*, “a gaming server providing a game of chance for a plurality of players, wherein a player places a wager on a turn of the game of chance and obtains an outcome based on a random event generated by the gaming server.” This amendment is supported by Applicant’s specification, for example, at page 7, lines 8-10 and page 8, lines 26-32. Applicant submits that amended claim 15 is clearly allowable over Jordan in view of Torango, as set forth below.

According to the Examiner’s rationale, the “favorable outcome” in Jordan is the accrual pool being greater than the bonus threshold. *See* Final Office Action, p. 6. However, amended claim 15 recites that the outcome (including the favorable outcome) is “based on a random event *generated by the gaming server*.” In Jordan, the size of the accrual pool has nothing to do with a random event generated by a gaming server. Instead, Jordan discloses that “[a] portion of each wager wagered at the linked gaming machines is accrued in an accrual pool.” *See* col. 2, lines 32-33. Thus, whether the “favorable outcome” occurs in Jordan is based on the amounts wagered by the players, not based on a random even generated by a gaming server.

Torango does not make up for this deficiency in Jordan. According to the Examiner’s rationale, the “favorable outcome” in Torango is a prize award. *See* Final Office Action, pp. 7-8. However, a “prize award” in Torango is a condition that results from the win of a progressive prize on a gaming device. *See* col. 7, lines 34-38. Thus, the “favorable outcome” in Torango is based on a random event generated by an individual *gaming device*, not based on a random event generated by a *gaming server*.

Accordingly, neither Jordan nor Torango teaches “a favorable outcome in which the player wins the contents of an accumulation account” that is also “based on a random event

generated by the gaming server,” as recited in amended claim 15. For at least this reason, Applicant submits that amended claim 15 is clearly allowable over Jordan in view of Torango.

In addition, amended claim 15 recites “during the defined time interval, the lottery server rewarding each player participating in the game of chance who qualifies for enrollment with at least one enrollment in the lottery.” The Examiner has alleged that Jordan discloses “rewarding each player participating in the game of chance who qualifies for enrollment with at least one enrollment in the lottery.” See Final Office Action, p. 6. However, this alleged enrollment in Jordan does not occur “during the defined time interval” because the Examiner has admitted that Jordan does not disclose “defining a time interval for a lottery associated with the game of chance.” *Id.*

Torango does not make up for this deficiency in Jordan. According to the Examiner, the “time interval” in Torango is a “boundary criterion,” such as an expiration time. See Final Office Action, p. 7. However, the lottery-related activity in Torango in the Examiner’s rationale occurs *after* the boundary criterion or expiration time has been reached. See Final Office Action, pp. 7-8. As such, Torango does not teach “*during the defined time interval*, the lottery server rewarding each player participating in the game of chance who qualifies for enrollment with at least one enrollment in the lottery.”

Accordingly, neither Jordan nor Torango teaches “during the defined time interval, the lottery server rewarding each player participating in the game of chance who qualifies for enrollment with at least one enrollment in the lottery,” as recited in amended claim 15. For this reason also, Applicant submits that amended claim 15 is clearly allowable over Jordan in view of Torango.

Further, amended claim 15 recites “wherein the lottery server is programmed to (i) if the favorable outcome of the game of chance occurs during the defined time interval, cancel the lottery and void all enrollments in the lottery.” The Examiner has alleged that a bonus symbol that is selected when a bonus outcome is obtained in the primary game (as described in Jordan, col. 2, lines 24-26) corresponds to an enrollment in the lottery. *See* Final Office Action, p. 6. However, this so-called enrollment is not voided when the so-called favorable outcome occurs. In this regard, Jordan discloses that when the accrual pool is greater than or equal to the bonus threshold (the “favorable outcome” in the Examiner’s rationale), “[t]he bonus award is issued at all gaming machines which have selected a bonus symbol that corresponds to the bonus indicator.” *See* col. 3, lines 1-3. But Jordan does not disclose that the issuance of the bonus award voids any of the bonus symbols. To the contrary, Jordan discloses that “[t]he gaming machine stores the selected bonus symbol until another bonus outcome is obtained or the gaming machine becomes inactive for a predetermined period of time.” *See* col. 2, lines 27-30.

Because the bonus symbols that allegedly correspond to “enrollments” in Jordan are not voided when the so-called “favorable outcome” occurs, Jordan does not teach a lottery server programmed to “if the favorable outcome of the game of chance occurs during the defined time interval, cancel the lottery and void all enrollments in the lottery.” Torango does not make up for this deficiency in Jordan.

Accordingly, Applicant submits that claim 15, as amended, is allowable over Jordan in view of Torango for at least the foregoing reasons. Applicant further submits that claims 16-22 are allowable for at least the reason that these claims depend from an allowable claim.

b. Claims 23-30

Of these claims, claim 23 is independent. The Examiner has rejected claim 23 under § 103(a) as being unpatentable over Jordan in view of Torango. In response, Applicant has amended claim 23 to recite, *inter alia*, “an outcome based on a random event generated by the gaming server.” This amendment is supported by Applicant’s specification, for example, at page 7, lines 8-10 and page 8, lines 26-32. Applicant submits that amended claim 23 is clearly allowable over Jordan in view of Torango, as set forth below.

As an initial matter, even before the amendment herein, claim 23 recited a “gaming server,” “accumulation facility,” and “lottery server.” But the Examiner’s rationale for rejecting claim 23 does not even purport to find these elements in Jordan or Torango. *See* Final Office Action, pp. 5-8. In order to make a *prima facie* case of obviousness, “[a]ll words in a claim must be considered in judging the patentability of that claim against the prior art.” *See* MPEP 2143.02, quoting *In re Wilson*, 424 F.2d 1382, 1385 (CCPA 1970). Because the Examiner did not consider the “gaming server,” “accumulation facility,” or “lottery server” recited in claim 23, the Examiner’s rejection of claim 23 is clearly erroneous and should be withdrawn.

Moreover, amended claim 23 recites that the outcome obtained by a player (including the favorable outcome) is “based on a random event generated by the gaming server.” However, as discussed above for claim 15, neither Jordan nor Torango teaches “a favorable outcome” that is also “based on a random event generated by the gaming server.” For at least this reason, Applicant submits that amended claim 23 is clearly allowable over Jordan in view of Torango.

In addition, amended claim 23 recites “wherein the lottery server is programmed to: ... (ii) during the defined time interval, reward each player participating in the game of chance who qualifies for enrollment with at least one enrollment in the lottery.” However, as discussed

above for claim 15, neither Jordan nor Torango teaches a lottery server that rewards each player participating in the game of chance who qualifies for enrollment with at least one enrollment in the lottery, *during the defined time interval*. For this reason also, Applicant submits that amended claim 23 is clearly allowable over Jordan in view of Torango.

Further, amended claim 23 recites “wherein the lottery server is programmed to: ... (iv) if the favorable outcome of the game of chance occurs during the defined time interval, cancel the lottery and void all enrollments in the lottery.” However, as discussed above for claim 15, neither Jordan nor Torango teaches a lottery server programmed to *void all enrollments* in the lottery if the favorable outcome occurs during the defined time interval. For this additional reason, Applicant submits that amended claim 23 is clearly allowable over Jordan in view of Torango.

Accordingly, Applicant submits that claim 23, as amended, is allowable over Jordan in view of Torango for at least the foregoing reasons. Applicant further submits that claims 24-30 are allowable for at least the reason that these claims are dependent upon an allowable claim.

5. Conclusion

Applicant submits that the present application is in condition for allowance, and notice to that effect is hereby requested. Should the Examiner feel that further dialog would advance the subject application to issuance, the Examiner is invited to telephone the undersigned at any time at (312) 913-0001.

Respectfully submitted,

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